

***This document is a draft of a future solicitation and is subject to change without notice. This is not an advertisement.***

**SOLICITATION TITLE:** Bottled Water, Dispensers, and Bottleless Water Filtration Units

## **SECTION 2 - SPECIAL TERMS AND CONDITIONS**

### **2.1 PURPOSE**

The purpose of this Invitation to Bid (ITB) is to establish a contract for the purchase and deliver of bottled water (spring and distilled), single serve bottled water, water bottle dispenser units and bottleless water filtration units for Miami-Dade County.

### **2.2 TERM OF CONTRACT: FIVE YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the five year period.

### **2.3 METHOD OF AWARD**

This contract will be awarded in two groups:

- Group I will consist of bottled water and associated dispensers.
- Group II will consist of water filtration systems

#### **2.3.1 Award**

Award of this contract will be made up to the lowest priced responsive, responsible bidder on a group-by-group basis. To be considered for award by group, the bidder shall offer prices for all items within a given group. The County will then select the bidder for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

#### **2.3.2 Minimum Requirements – Group I and Group II**

- A. The bidder shall provide three references with their bid submission from large commercial businesses or government agencies, other than MDC. The references listed must be customers that are currently receiving or have received the services described in this ITB, within the last three years. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services described in this solicitation. These references shall demonstrate to the County's satisfaction that the bidder has sufficient experience and expertise in this discipline. The County, at its sole discretion, may choose to request additional information in order to assess the bidder responsibility.

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Additional Requirements for Group I

- B. Bidder(s) shall provide a copy of their Certification for Water Purification Standards or Bottled Water Certification Program form either the International Bottled Water Association (IBWA) or National Sanitation Foundation (NSF) International. Failure to submit the required certification may deem the bidder non-responsive.
- C. Bidders shall furnish twenty-four (24) hour contact information inclusive of telephone number, contact person and title in the event of an emergency.

**2.4 PRICES**

The prices proposed by the bidder (s) shall remain fixed and firm for no less than one year from the award of the contract.

Prices shall be inclusive of all costs, charges, and fees involved in providing the specified products and services. It is the Successful Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary of the contract term, the successful bidder's request for adjustment should be submitted 90 days prior to the anniversary of the contract term. If no adjustment request is received from the successful bidder(s), the County will assume that the vendor has agreed not to request a price adjustment. Any adjustment request received after the anniversary of the contract term may not be considered.

**2.5 DELIVERY REQUIREMENTS**

**A. NON EMERGENCY**

The awarded bidder shall make deliveries and installations as stated on the purchase order.

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded bidder fail to deliver in the number of days stated above, the County reserves the right to cancel the order on a default basis after any back order period that has been specified in this contract lapse. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs.

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Certain County employees may be authorized in writing to pick-up materials under this contract. Bidders shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

**B. EMERGENCY SITUATION**

It is hereby made a part of the Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that MDC shall require a **“first priority”** basis for goods and services.

Whenever and wherever possible, during the duration of the emergency situation, goods are required to be delivered upon request by the County or whatever time table is reflective of the best possible effort to be delivered. Delivery is required throughout various areas located throughout the boundaries of Miami-Dade County. Some orders may be picked-up by County employees.

**2.6 BACK ORDER**

If the bidder cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the bidder's manufacturer or distributor; the bidder shall ensure that such back orders are filled within three (3) calendar days from the initial scheduled delivery date for the item. The bidder shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another bidder, and charge the incumbent bidder under contract for any directly associated re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.7 PURCHASE OF OTHER ITEMS**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that may be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary bidder to obtain a price quote for the similar items. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders. The County reserves the right to award these similar items to the primary contract bidder, another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

**2.8 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract contact Mike Ramos at (305) 375-5215 or via e-mail at [ramosmi@miamidade.gov](mailto:ramosmi@miamidade.gov).

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## **SECTION 3 – TECHNICAL SPECIFICATIONS**

### **3.1 SCOPE OF WORK**

To establish a contract for the purchase and delivery of bottled water (spring and distilled), single serve bottled water, water bottle dispenser units and bottleless water filtration units for various departments.

### **3.2 BOTTLE DEPOSIT**

Under no circumstances will Miami Dade County be subject to deposits. Bidders shall waive all deposit fees on all one (1) and five (5) gallon bottles.

### **3.3 GROUP - I**

#### **1. BOTTLED WATER**

All single serve bottled water shall be provided to the County in cases and delivered to the authorized County departments as needed. The standard single serve bottled water shall be 16.9 fluid ounces.

#### **2. BOTTLED WATER DISPENSERS**

All bottled water dispensers shall be provided by the bidder at no cost to Miami-Dade County. The bidder must supply a water dispenser that dispenses room temperature, hot/cold water, or only cold water, as requested by the user department with the ability to plug it into a standard electrical outlet. No rental fee shall be charged to the County for dispensers.

Currently, the County has approximately 1,332 water dispensers throughout various County facilities. The bidder will be required at the start of the contract to update and/or replace these dispensers as needed by the County. The bidder shall be responsible for the maintenance of the dispensers, replacement, and facilitate all new water dispensers that are requested by user departments during the term of the contract at no charge.

Racks for bottled water, if required, shall be furnished by the awarded vendor at no cost to Miami Dade County as needed.

### **3.4 GROUP - II**

#### **1. BOTTLELESS WATER FILTRATION UNITS**

Currently, the County has approximately 24 bottleless water filtration units throughout various County facilities. The bidder will be required at the start of the contract to assess the current bottleless water filtration units and update and/or replace these units as needed by the County. The County will provide the water source and the bidder shall be responsible for the installation; inclusive of establishing a water line from the water source to the bottleless water filtration unit. The awarded bidder shall be

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responsible for the maintenance of the filtration units, replacement, and facilitate all new water filtration units that are requested by user departments during the term of the contract.

### **3.5 SERVICING BOTTLED DISPENSERS AND BOTTLELES WATER FILTRATION UNITS (GROUP I AND II)**

The bidder shall service all bottled and bottles water units at least twice each year. Service is to include but not be limited to the following:

1. Check for water quality and temperature.
2. Ensure the dispenser operating systems are operating at maximum efficiency.
3. Check electrical cords for any damage and replace if needed.
4. Check reset switches to ensure they are properly functioning.
5. Sanitize dispenser units internally and externally.
6. Replace filters (as required).

### **3.6 CONFORMANCE TO FEDERAL STANDARDS**

The awarded Bidder(s) shall conform to all of the U.S. Environmental Protection Agency (EPA) and the U.S. Food and Drug Administration (FDA) set of drinking water standards for water purification and/or bottled water throughout the term of the resultant contract. Bidders are to provide the required documentation to demonstrate their firm's compliance as required in Section 2.14 "Certifications".

### **3.7 TRANSITION PLAN**

In the instance that the incumbent vendor is awarded the successor contract, the County's first payment shall represent the amount awarded through this new contract.

In the instance a new successful bidder is awarded this contract, a 105 day transition period will be allowed; 45 days to remove the incumbent vendor's units and 60 for the new successful bidder to install the new units. Payments to the new successful bidder, during the transition period, will be prorated based on the number of days of the month in which the new unit is installed.

This transition plan shall identify the timeframe for the removal of the incumbent's unit(s) on a phased basis and the placement of new units by the successful bidder.